



Cornell University ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Corinth Central School District and Southern Adirondack Substitute Teachers Alliance, NYSUT, AFT, AFL-CIO, Local 4511 (2008)**

Employer Name: **Corinth Central School District**

Union: **Southern Adirondack Substitute Teachers Alliance, NYSUT, AFT, AFL-CIO**

Local: **4511**

Effective Date: **07/01/08**

Expiration Date: **06/30/13**

PERB ID Number: **9006**

Unit Size:

Number of Pages: **14**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

7/19/06

AGREEMENT
BETWEEN THE
BOARD OF EDUCATION
OF THE
CORINTH CENTRAL SCHOOL DISTRICT
AND THE
SOUTHERN ADIRONDACK SUBSTITUTE TEACHERS ALLIANCE
NEW YORK STATE UNITED TEACHERS, AFT, AF-CIO

JULY 1, 2008 THROUGH JUNE 30, 2013

RECEIVED

DEC 17 2008

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

Various

ARTICLE 1

RECOGNITION AND NEGOTIATION PROCEDURES

1. Recognition: For the purposes of collective negotiations and the settlement of grievances, the Board of Education of the Corinth Central School District (hereafter referred to as the District) hereby recognizes the Southern Adirondack Substitute Teachers Alliance (hereafter referred to as the Alliance) as the exclusive representative of all per diem substitute teachers.
2. Law Savings Clause: If any provision of this agreement or any application of this agreement shall be found contrary to law, such provision or application shall not be termed valid, except to the extent permitted by law. The remainder of the agreement shall continue in full force and effect.

ARTICLE 2

DEFINITIONS

1. Substitute Teachers: Per-diem teachers.
2. Certified Substitute Teacher: A per diem teacher provisionally or permanently certified to teach in the public schools of New York State. (Includes those who hold a "Certificate of Qualification")
3. Uncertified Substitute Teacher: A per-diem substitute teacher who is not provisionally or permanently certified to teach in the public schools of New York State.
4. School District means the Corinth Central School District.
5. Board means the Board of Education of the Corinth Central School District.
6. Superintendent means the Superintendent of Schools of the Corinth Central School District.
7. Alliance means the Southern Adirondack Teacher Alliance, Local 4511 of the New York State United Teachers, AFT, AFL-CIO.
8. School Year means the period commencing on the first day of September and ending on the 30th day of June.
9. Secondary Schools means the administrative unit for grades 7-12.

10. Supervisor means anyone in a supervisory capacity such as Superintendent, Acting Superintendent, Principal, Administrative Assistant, Department Head.

ARTICLE 3 **EMPLOYMENT**

1. It is the intent of the District to employ substitute teachers who possess certification in the area in which the vacancy exists, providing that the substitute has demonstrated a level of performance that, in the judgment of the District, is satisfactory. If there are no substitute teachers meeting the above criteria available, the District will attempt to employ a substitute teacher processing certification in another area who has demonstrated a satisfactory level of performance.
2. The District or its agent will attempt to give substitute teachers advance notice of assignments. If not possible, an extension of arrival time will be granted. When advance notice is provided, the substitute's failure to report on a timely basis may result in deletion from the Active Substitute list.
3. When a per diem substitute teacher is called by the District or its agent for an assignment and shows up for the assignment, on time, the substitute will be paid for that assignment. If the assignment is reduced or eliminated, the substitute may be required to perform other duties. However, in the event that the school where the assignment is to take place is closed in advance of its normal starting time as a result of inclement weather or other unforeseen circumstances, the substitute should not report for work and will not be paid. It is the responsibility of the district to announce school closings and the responsibility of substitutes to make themselves aware of any such closings. The District shall announce these situations by having them broadcast over radio stations WKAJ, WASM-FM, WGY, WROW, WPTR, WTRY and WGNA.
4. The work day for a per diem substitute teacher shall be the same as the work day of a regular teacher or that of the teacher replaced if that is longer. If the length of a work load varies from a regular scheduled day, the substitute will be advised in advance.
5. The number of assignments for any per diem substitute teacher shall be the same as the number of work assignments of a regular employee or that of the employee being replaced, if that employee has more assignments.
6. When it is known in advance of the first day's absence that a regular teacher is to be absent for three or more consecutive days, effort will be made to employ the same substitute for each day provided the substitute has demonstrated a level of performance that, in the judgment of the District is satisfactory.
7. Substitute teachers shall notify the Superintendent in writing of any accident or claim against them. In addition, a substitute teacher shall not be entitled to the protection provided in Education Law unless, within the time limits of the applicable section of

Education Law, he/she shall deliver to the Superintendent the original or a copy of any summons, complaint, process, notice, demand or pleading that has been served. For information only, refer to Addendum A, pages 13, 14, and 15 of this agreement for applicable sections of Education Law and their time limits.

8. Substitute teachers will be made aware of and are expected to follow all rules and procedures as outlined in school and District instructional handbooks as they relate to students, classroom, and building and grounds activities.
9. Upon reporting to work, substitute teachers will have access to the following orientation information at the principal's offices: payroll information, school year calendar, and building location, work hours, and building phone numbers.
10. When substitute teachers report to the school office for duty, they will receive lesson plans for the day, a classroom roster(s), and a class schedule.
11. Substitute teachers shall be advised that they are eligible to participate in the New York State Teachers' Retirement System, and upon request to the Payroll Office shall be provided with a NYSTRS information packet containing retirement election options and enrollment forms.

ARTICLE 4

EVALUATION

1. Any certified substitute teacher who has been employed twenty-five (25) consecutive days or more in the same assignment during the second year may request in writing an informal observation in the tenure position germane to his/her certification.
2. A supervisor (principal, assistant principal, department head) will arrange a mutually convenient time for the classroom visitation following the service described in 1 above.
3. The information observation/written evaluation may be placed in his/her active application file maintained by the District personnel office.
4. The District substitute orientation program will advise substitutes of additional observation opportunities which may be available throughout the year.
5. Implementation of sections of this article are not subject to the arbitration procedure (Section 5.4, Stage 4, of the grievance procedure).

ARTICLE 5

VACANCIES

1. Substitute teachers maintaining an active formal application with the personnel office will have their file reviewed annually.
2. The District's substitute orientation program will advise substitutes of the District's procedures for filling permanent and temporary vacancies.
3. Implementation of sections of this article are not subject to the arbitration procedure (Section 5.4, Stage 4, of the grievance procedure).

ARTICLE 6

SALARIES

1. Certified Substitute Teachers

	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>
Full day assignment	\$104.00	\$105.00	\$107.00	\$108.00	\$110.00
a. 1/2 day assignment	\$71.00	\$72.00	\$74.00	\$75.00	\$77.00
b. After twenty (20) consecutive school days of substituting for the same teacher in the same assignment, the certified substitute teacher shall be paid 1/200th of step 1 bachelor's schedule of the current TA teachers' salary schedule effective on the 21 st day. A substitute in said position shall be entitled to one unpaid day break in service, which shall not interrupt the twenty (20) consecutive day criteria. When such substitute returns to service, the twenty (20) day count shall resume at the number following the number of days the substitute had accumulated prior to the absence.					
c. After (60) consecutive work days in the same assignment, or a semester or more, or a long-term substitute assignment for a leave of absence, the certified substitute assignment for a leave of absence, the certified substitute teacher will become a member of the bargaining unit represented by the Corinth Central Teachers Association.					

2. Uncertified Substitute Teachers

	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>
Full day assignment	\$89.00	\$90.00	\$92.00	\$93.00	\$95.00
a. 1/2 day assignment	\$64.00	\$65.00	\$67.00	\$68.00	\$70.00

ARTICLE 7

ALLIANCE RIGHTS AND RESPOSIBILITIES

1. The District agrees to deduct dues or agency fee from the salaries of substitute teachers in the unit represented by the Alliance.
2. The deduction will be at the rate of one dollar (\$1.00) for each more than half-day worked, fifty cents (\$.50) for each one-half or less day worked, until such time as the District is notified in writing by the Alliance of a change in this rate. If a change in the rate occurs, the District will then deduct at the new rate.
3. The Alliance shall receive payroll information as provided by the District payroll services.
4. The District shall deduct from the salary of employees in the bargaining unit who are not members of the Alliance the amount equivalent to the dues levied by the Alliance and shall promptly transmit the sum to the Alliance, in accordance with Section 201 of the Civil Service Laws as amended by Chapters 677 and 678 of the Laws of 1977 and Chapter 606 of the Laws of 1992 of the State of New York. The Alliance affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapter 677 and 678 of the Laws f 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the Alliance maintains such procedure.
5. The Alliance may use without cost at reasonable times available District school facilities for meetings provided the building use form has been submitted in timely fashion to the building principal.
6. The alliance agrees to print a sufficient quantity of this collective bargaining agreement for the District's use at no cost to the district.
7. The District agrees to provide each substitute teacher with a copy of this collective bargaining agreement, as requested.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 1 – Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its substitute teachers is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to any alleged grievances of substitute teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination, or reprisal, and by which the Board of Education (hereinafter referred to as the Board) and its substitute teachers are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

Section 2 – Definitions

- A. For the purpose of the administration of this grievance procedure, a grievance shall be defined as a claim by the Alliance, or any substitute teacher, or group of substitute teachers, of an alleged violation of any article or section of this Agreement.
- B. The term “Supervisor” shall mean any Department Head, Vice Principal, immediate supervisor, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the Chief Executive Officer.
- C. The Chief Executive Officer is the Superintendent.
- D. “Alliance” shall mean the Southern Adirondack Substitute Teacher Alliance.
- E. “Grievant or Aggrieved Party” shall mean any substitute teacher, or a group of substitute teachers, or the Alliance filing a grievance.
- F. “Party in interest” shall mean Grievance Committee of the Alliance and any partly named in a grievance who is not the aggrieved part, and the Board of Education or its representative.

Section 3 – Procedures

3.1. All grievances shall include the name and position of the aggrieved party, the identity of the provision of this Agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

3.2. Except for informal decisions at Stage 1 (a), all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the grievant and the Alliance.

3.3 If a grievance affects a group of substitute teachers and appears to be associated with system-wide policies, it may be submitted by the Alliance directly at Stage Two described below.

3.4 The preparation and processing of grievances, insofar as practicable, shall not be conducted during the hours of employment.

3.5 The Board of Education and the Alliance agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications, and records concerning the alleged grievance.

3.6. Except as otherwise provided in Section 5, Stage 1 (a), an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him/her to testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

3.7. No interferences, coercion, restraint, discrimination, or reprisal of any kind. will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the Alliance. or any other participant in the grievance procedure, or any other person by reason of such grievance or participation therein.

3.8 All documents, communications, and records dealing with the proceeding of a grievance shall be filed separately from the personnel files of the participants.

3.9. Nothing contained herein will be construed as limiting the right of any substitute teacher having a grievance to discuss the matter informally with the Superintendent or his designated representative and having the grievance informally settled without the intervention of the Alliance provided the settlement is not inconsistent with the terms of this Agreement

3.10. The Chief Executive Officer shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, communications, and all written decisions at all stages. The Official Grievance Record shall be available for inspection and/or copying by the aggrieved party, the Alliance, and the Board, but shall not be deemed a public record.

Section 4 – Time Limits

4.1. No written grievance will be entertained as described below, and such grievance will

be deemed waived unless the written grievance is forwarded at the first available stage within twenty (20) school days after the substitute teacher knew or should have known of the act or condition on which the grievance is based.

4.2. If a decision at any stage is not appealed to the next step of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

4.3. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party and the Alliance within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

Section 5 – Stages

5.1 Stage One – Supervisor

- a. A substitute teacher having a grievance will discuss it with his immediate supervisor, either directly or through a representative, with the objective of resolving the matter informally. If the substitute teacher submits the grievance through a representative, the substitute teacher may be present during the discussion of the grievance.
- b. If the grievance is not resolved informally at the meeting, it shall be reduced to writing and presented to the Building Principal within five (5) school days. Within five (5) school days after the written grievance is presented to him, the Building Principal shall render a decision thereon, in writing, and present it to the substitute teacher and the Alliance.

5.2 Stage Two – School Superintendent

- a. In the event the grievant and/or the Alliance is not satisfied with the decision of the Building Principal, the grievance may be appealed, within ten (10) days after receiving the Stage 1 decision, to the School Superintendent. Within five (5) school days after the written grievance is presented to the Superintendent, the Superintendent shall render a decision in writing to the grievant and the Alliance.

5.3 Stage Three – School Board

- a. In the event the grievant and/or the Alliance is not satisfied with the decision of the School Superintendent, the grievance may be appealed, within ten (10) days after receiving the Stage 2 decision, to the School Board. Within ten (10) days after receiving the written grievance, the school board will conduct a hearing and render a decision in writing to the grievant and the Alliance.

5.4 Stage Four – Arbitration

- a. If the Alliance is not satisfied with the decision at Stage Three on grievances subject

to the provisions of that Stage, and if the Alliance determines that the grievance is meritorious and that appealing it further is in the best interests of the school system, it may submit the grievance to arbitration by written notice to the Board of Education within seven (7) school days of the decision.

- b. Upon such demand for arbitration, a request for the appointment of an arbitrator will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association by either party, subject, however, to the conditions set forth in the subsequent provisions of this Article. As an alternative, and only by mutual agreement, the parties may select to utilize the mediation/ arbitration services offered by the New York State Public Employment Relations Board.
- c. Except where a grievance alleges a violation of the Evaluation Section and/or the Vacancy Section of this agreement, which are not subject to arbitration, the decision of the arbitrator shall be final and binding upon all parties.
- d. The costs for the services of the arbitrator, including his expenses, if any, will be borne equally by the District and the Alliance.
- e. This agreement constitutes the entire agreement of the parties. The arbitrator shall limit his decision strictly to the interpretation or application of the express provision(s) of the agreement submitted to him/her and he/she shall be without power or authority to make any decision or award:

(1) adding to, subtracting from, contrary to, or inconsistent with, or modifying or varying in any way, the terms of this agreement;

(2) involving Board discretion or Board policy under the provisions of this agreement, under Board rules or regulations, under regulations having the force and effect of law, or under applicable law;

(3) limiting or interfering in any way with the powers, duties and responsibilities of the Board or the Superintendent or Schools under the Board's rules or regulations, applicable law, and rules or regulations.

Article 9

Professional Development Opportunities

- 1. At the discretion of the building principal, per diem substitute may participate in district in-service courses without pay when space and/or facilities permit. Those who wish to attend specific in-service workshops should contact the Building Principal to determine when such workshops are available.

2. At the discretion of the building principal, a per diem substitute in an extended assignment may be requested or allowed to participate in professional development.

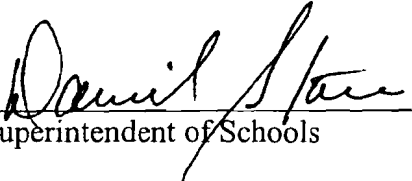
Article 10

Miscellaneous

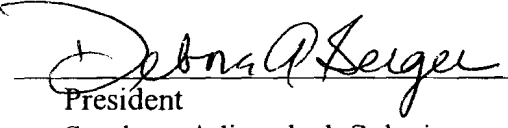
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

The provisions of this Agreement become effective on the first day of July 2008 and shall continue and remain in full force and effect until the last day of June 2013.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals this 8th day of Oct, 2008.



Superintendent of Schools



President
Southern Adirondack Substitutes
Teacher Alliance

ADDENDUM "A"

EDUCATION LAW

Section 3023

Liability of a board of education, trustee, trustees or board of cooperative educational services

Notwithstanding any inconsistent provision of law, general, special or local, or the limitation contained in the provisions of any city charter, it shall be the duty of each board of education, trustee or trustees, in any school district having a population of less than one million, and each board of cooperative educational services established pursuant to section nineteen hundred fifty of this chapter, to save harmless and protect all teachers, practice or cadet teachers, authorized participants in a school volunteer program, and members of supervisory and administrative staff or employees from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person, or accidental damage to the property of any person within or without the school building, provided such teacher, practice or cadet teacher, authorized participant in a school volunteer program, or member of the supervisory or administrative staff or employee at the time of the accident or injury was acting in the discharge of his duties within the scope of his employment or authorized volunteer duties and/or under the direction of said board of education, trustee, trustees or board of cooperative educational services; and said board of education, trustee, trustees or board of cooperative educational services may arrange for and maintain appropriate insurance with any insurance company created by or under the laws of this state, or in any insurance company authorized by law to transact business in this state, or such board, trustee, trustees or board of cooperative educational services may elect to act as self-insurers to maintain the aforesaid protection. A board of education, trustee, board of trustee, or board of cooperative educational services, however, shall not be subject to the duty imposed by this section, unless such teacher, practice or cadet teacher, authorized participant in a school volunteer program, or member of supervisory and administrative staff or employee shall, within ten days of the time he is served with any summons, complaint, process, notice, demand or pleading, deliver the original or a copy of the same to such board of education, trustee, board of trustees, or board of cooperative educational services.

Added L. 1955, c.583, Section 12; amended L. 1961, c.128; L. 1966, L. 1976, c.844, Section 1.

EDUCATION LAW

Section 3028 Liability of school district for cost and attorney's fees of action against, or prosecutions of, teachers, members of supervisory and administrative staff or employees, and school volunteers

Notwithstanding any inconsistent provision of any general, special or local law, or the limitations contained in the provisions of any city charter, each board of education, trustee or trustees in the state shall provide an attorney or attorneys for, and pay such attorney's fees and expenses necessarily incurred in the defense of a teacher, member of a supervisory or administrative staff or employees, or authorized participant in a school volunteer program in any civil or criminal action or proceeding arising out of disciplinary action taken against any pupil of the district while in the discharge of his duties. within the, scope of his employment or authorized volunteer duties. For such purposes the board of education, trustee or trustees may arrange for and maintain appropriate insurance with any insurance company created by or under the laws of this state, or in any insurance company authorized by law to transact business in this state, or such board, trustee or trustees may elect to act as self-insurers to maintain the aforesaid protection. A board of education, trustee or board of trustees, however, shall not be subject to the duty imposed by this section, unless such teacher, or member of the supervisory and administrative staff or employee or authorized participant in a school volunteer program shall, within ten days of the time he is served with any summons, complaint, process, notice, demand or pleading, deliver the original or a copy of the same to such board of education, trustee or board of trustees.

Added L. 1960, c.800; amended L. 1971, c.821; Section 1; L. 1976, c.844, Section 2.

Section 3811 Costs, expenses and damages a district charge in certain cases

1. Whenever the trustees or board of education of any school district, or any school district officers, have been or shall be. instructed by a resolution adopted at a district meeting to defend any action brought against them, or to bring or defend an action or proceeding touching any district property or claim of the district, or involving its rights or interests, or to continue any such action or defense, all their costs and reasonable expenses, as well as all costs and damages adjudged against them, shall be district charge and shall be levied by tax upon the district. Whenever any superintendent, principal, member of the teaching or supervisory staff, member of a committee on the handicapped or subcommittee thereof or any trustee or member of the board of education of a school district or non-instructional employee of any school district other than the city school district of the city of New York or any board of cooperative educational services shall defend any action or proceeding, other than a criminal prosecution or an action or proceeding brought against him by a school district or board of cooperative educational services hereinafter brought against him, including proceedings before the commissioner of education, arising out of the exercise of his powers or the performance of his duties under this chapter, all his reasonable costs and expenses, as well as all costs and damages adjudged against him, shall be a district charge and shall be levied by tax upon the district

or shall constitute an administrative charge upon the board of cooperative educational services' provided that (a) such superintendent, principal, member of the teaching or supervisory staff, member of a committee on the handicapped or subcommittee thereof, non-instructional employee of any school district or board of cooperative educational services or such trustee or member of a board of education of such school district or board of cooperative educational services shall notify the trustees or board of education or board of cooperative educational services in writing of the commencement of such action or proceedings against him within five days after service or process upon him; and (b) the trustees or board of education or board of cooperative educational services shall, at any time during the ten days next following the notice to them of the commencement of such action or proceedings, have the right to designate and appoint the legal counsel to represent such superintendent, principal, member of the teaching or supervisory staff, member of a committee on the handicapped or subcommittee thereof, non-instructional employee of any school district or board of cooperative educational services or such trustee or member of the board of education or board of cooperative educational services in such action or proceedings against him, in the absence of which designation and appointment within the time specified such superintendent, principal, member of the teaching or supervisory staff, member of a committee on the handicapped or subcommittee thereof, non-instructional employee of any school district or board of cooperative educational services or such trustee or member of the board of education or board of cooperative educational services may select his own legal counsel; (c) it shall be certified by the court or by the commissioner of education, as the case may be that he appeared to have acted in good faith with respect to the exercise of his powers or the performance of his duties under this chapter.

2. If the amount claimed hereunder be disputed by a district meeting, the board of education or the board of trustees, it shall be adjusted by the county judge of any county in which the district or any part of it is situated.

L. 1947, c.820; amended L. 1965, c.361, Section 1; L. 1971, c.936, Section 1; L. 1976, c.845, Section 1.